Item # .24

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

| SUBJECT: Satisfactions Of Second Mortgage (14) |
|--|
| DEPARTMENT: Planning & Development DIVISION: Community Resources |
| AUTHORIZED BY: Donald Fisher CONTACT: Annie Knight EXT. 7384 |
| Agenda Date <u>05/11/2004</u> Regular ☐ Consent ☑ Work Session ☐ Briefing ☐ Public Hearing – 7:00 ☐ |
| MOTION/RECOMMENDATION: |
| Approve and authorize the Chairman to execute fourteen Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program. |
| BACKGROUND: |
| On March 1, 2000 Seminole County assisted Robert Woods with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached). |
| On July 21, 2003 Seminole County assisted Debra Eason with emergency repair assistance in the amount of \$3,436.25 to repair her home. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached). |
| On September 25, 1997 Seminole County assisted Gladys Rodriguez with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Gladys Rodriguez resided in the house for a ten year period. However, Gladys Rodriguez breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Gladys Rodriguez did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Gladys Rodriguez. |

On June 19, 1998 Seminole County assisted Calvin Davis and Kimberly Davis with down payment assistance in the amount of \$10,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Calvin Davis and Kimberly Davis resided in there house for a ten year period. However, Calvin Davis and Kimberly Davis breached the mortgage agreement by selling their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Calvin Davis and Kimberly Davis did reside in the house for at least five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Calvin Davis and Kimberly Davis.

On February 4, 1994 Seminole County assisted Sonia L. Mincey with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Sonia L. Mincey resided in the house for a twenty year period. However, Sonia L. Mincey breached the mortgage agreement by applying to refinance her home prior to this twenty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Sonia L. Mincey did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Sonia L. Mincey.

On October 11, 1996 Seminole County assisted Joseph Phipps and Joann Phipps with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Joseph Phipps and Joann Phipps resided in the house for a twenty year period. However, Joseph Phipps and Joann Phipps breached the mortgage agreement by selling their home prior to this twenty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Joseph Phipps and Joann Phipps did reside in the house for more that five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Joseph Phipps and Joann Phipps.

On April 29, 1996 Seminole County assisted Ramon Ojeda with down payment assistance in the amount of \$3,200.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Ramon Ojeda resided in the house for a thirty year period. However, Ramon Ojeda breached the mortgage agreement by applying to refinance their home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Ramon Ojeda did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Ramon Ojeda.

On March 12, 1998 Seminole County assisted Hortensia R. Pasos with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Hortensia R. Pasos resided in the house for a ten year period. However, Hortensia R. Pasos breached the mortgage agreement by applying to refinace their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply.

The current HUD policy limits the loan forgiveness period to five years. Hortensia R. Pasos did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Hortensia R. Pasos.

On April 30, 1996 Seminole County assisted Juanita DeBose and James DeBose with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Juanita DeBose and James DeBose resided in the house for a twenty year period. However, Juanita DeBose and James DeBose breached the mortgage agreement by applying to refinance their home prior to this twenty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Juanita DeBose and James DeBose did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Juanita DeBose and James DeBose.

On May 30, 1997 Seminole County assisted Patti Graham with down payment assistance in the amount of \$3,100.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Patti Graham resided in the house for a ten year period. However, Patti Graham breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Patti Graham did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Patti Graham.

On September 12, 1997 Seminole County assisted Tracy Davis with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Tracy Davis resided in the house for a ten year period. However, Tracy Davis breached the mortgage agreement by refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Tracy Davis did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Tracy Davis.

On November 13, 1997 Seminole County assisted Susan Holt with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Susan Holt resided in the house for a ten year period. However, Susan Holt breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Susan Holt did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Susan Holt.

On November 22, 1995 Seminole County assisted Cheryl L. Veino with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Cheryl L. Veino resided in the house for a twenty

year period. However, Cheryl L. Veino breached the mortgage agreement by applying to refinance their home prior to this twenty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Cheryl L. Veino did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Cheryl L. Veino.

On July 15, 1996 Seminole County assisted Bryan G. Learned and Trisha R. Learned with down payment assistance in the amount of \$9,093.76 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Bryan G. Learned and Trisha R. Learned resided in the house for a thirty year period. However, Bryan G. Learned and Trisha R. Learned breached the mortgage agreement by applying to refinance their home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Bryan G. Learned and Trisha R. Learned did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Bryan G. Learned and Trisha R. Learned.

Staff is now requesting the Board to approve and execute the attached Satisfactions of Second Mortgage on the units to remove the now satisfied liens.

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, FI 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 1, 2000, and recorded in Official Records Book 3856, Pages 1166 through and including 1170, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), executed on February 1, 2000 and recorded in the Official Records Book 3856, Pages 1171 through and including 1173, Public Records of Seminole County, Florida, which encumbered the property located at 404 San Marcos Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 18, BLOCK 2, FAIRVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 30-19-31-516-0200-0180

(the "Property,") were made by Robert Woods, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the restrictive covenant contained therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about February 2, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| IN WITNESS WHEREOF, Seminate be executed this day of | nole County has caused these presents t |
|---|--|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | By: DARYL G. MCLAIN, Chairman Date: |
| For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. | by the Board of County Commissioners at their, 20 |
| County Attorney AWS/lpk 3/9/04 satisfaction-woods | |

P:\Users\CAAS01\Affordable Housing\Satisfaction of Mtg - dwnpyment assist - payment made.doc

Colonial Bank, N.A.

File: 2401011

Buyer: Robert. Woods

Seller:

Legal Description:

Property Address: 404 San Marcos Ave. Sanford, FL 32771 (105) Debt to Seminole County Government - \$3,500.00

2-674

Date 2/2/2004

02-04-04 10:29 IN

Payable to:

Seminole County Government

SHIP Payoff Attn: Annie W. Knight

Professional Title & Escrow, LLC

Escrow Account 880 State Road 434 E Longwood, FL 32750 (407) 830-6225 Colonial Bank, N.A.

Longwood, Florida 32750

2-674

Date

2/2/2004

\$ ****\$3,500.00

PAY

Pay Three Thousand Five Hundred and 00/100 Dollars

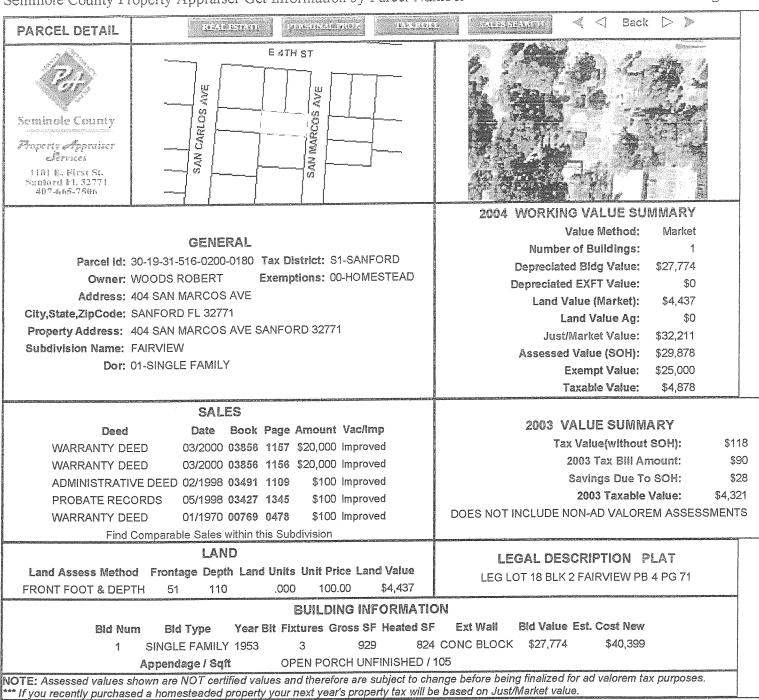
TO THE ORDER Seminole County Government SHIP Payoff Attn: Annie W. Knight Mortgage Technical Specialist 1101 East 1st St. Suite 3301

(105) Debt to Seminole County Government - \$3,500.00

File: 2401011

Void after 90 days

2674# # 063113222# 8030786316#



BACK D PROPERTY APPRAISER CONTACT HOME PAGE

Seminole County Homeownership

Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the let HARCH 2000 by and between Robert Woods, a single person, Thereinafter referred to the "Mortgegor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771. hereinafter referred to as the "Mortgages."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bergains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Saminole County, Florida, viz.:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgages that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforeseld; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgages as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Martgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COLINTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420,513(1) AND 199,186(1)(d), FLORIDA STATUTES

te said the said with the second of the constant of the said that the said of the second of the seco

ELCOND AND RATURE TO: WEIVERSAL LAND TITLE, IEC. 580 RUNDART ED., STE. 100 LAXE HARY, FL. 32746

This instrument was prepared by: APTER RECORDERATION TO: 8.H.J.P. HOMEOWNER OF HE ASSISTANCE PROGRAM -ATTN: CHERI WIGHT 200 N. WESTMONTE CR., ALTAMONTE BPGS, FL 32744

SENIMILE CO. FL

SOUNTY STATES 82

1 of 5

THE PARTY WAS TO SEED

BOOK PAGE

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagoe the certain Second Mortgago Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

'FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title'.

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate heraby created, shall cause, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpeld thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgager, and said land is not sold, leased, rented or sublessed.

Should the land remain owner-occupied and not be remied, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Floride. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three, Thousand Five Hundred Dollars and 00/10/(\$3,600.00) to Mortgages in full, less any gavailable forgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage; any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

| Print Napre: MARE A WEIGHT | Print Name: Robert Woods 404 SAM MARCOS AVENUE SAMPORD, FL. 32771 |
|----------------------------|---|
| Print Name: JOAN HUNES | Print Name: |
| Print Name: | Print Name: |
| Print Name: | Print Name: |

3 of 5

STATE OF FLORIDA COUNTY OF SEMENOLE

I HERESY CERTIFY that on this Lat day of minor before me, an officer duly authorized in the State attraced and in the County a to the educated marks, percentily expected a property Continue to the second court, who expected the feregainst institutions and who acknowledge before me that hatelessessessed the same and are personally known to me or have produced delivers Liesens as identification and who did! did not take an eath.

WITNESS my hand and official seal in the County and State last afcreaeld.

Nama: Notary Public

Serial Number CE226531

04/05/2003 Commission Expires:

EXHIBIT 'A'

LEGAL DESCRIPTION

Lot 18, MAGE 2, BAIRVING, ACCUMENT TO THE PLAT RECEMBED IN PLAT ROLL 4, PAGE 71, AS RECEMBED IN THE FUNLIC RECEMBER OF SEMENAL COURTY, PLANING, SAID LAND SITUATE, LYING AND HAUSE IN SEMENAL COURTY, PLANING

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$5,800,00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A If a default of the First Mortgage occure, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

3856

1 of 3

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
APTER RECOGDING RETURN TO:
B.H.P. HOWEGHNERHAP
ASSETANCE PROGRAM ATTN: CHERL WIGHT
230 N. WESTMONTE DR., STEMS74
ALTAMONTE SPGS, FL 32714

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Fallure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

The Land with the work of the first of the f

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including responsible attorney's teas, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written. SEMINALE CO..FI Print Name: rint Name: FL. 32771 Print Name JONE TURE Print Name: Print Name: Print Name: Print Name: Print Name: STATE OF FLORIDA **COUNTY OF SEMINOLE** HEREBY CERTIFY that on this _________ _ day of FEAMARY before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared source words. A system present who executed the foregoing instrument and who acknowledge before me that he/seessy executed the same and are personally known to me or have produced drivers license as identification and who did/ did not take an oath. WITNESS my hand and official seal in the County State leaf aforesaid. Name: Notary Public Serial Number 02824532 Commission Expires: 04/08/2003

The Partie of the sale of the

ADIE & 2003

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated July 21, 2003, and recorded in Official Records Book 4929, Pages 0841 through and including 0843, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FOUR HUNDRED THIRTY-SIX AND 25/100 DOLLARS (\$3,436.25) (the "Note"), dated July 21, 2003, and recorded in the Official Records Book 4929, Pages 844 and 845, Public Records of Seminole County, Florida, which encumbered the property located at 2412 Willow Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 45 AND THE NORTH 1/2 OF LOT 47 SANFO PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 62 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY

Parcel Identification Number: 31-19-31-520-0000-0450

(the "Property,") were made by Debra A. Eason, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the five (5) year period; and

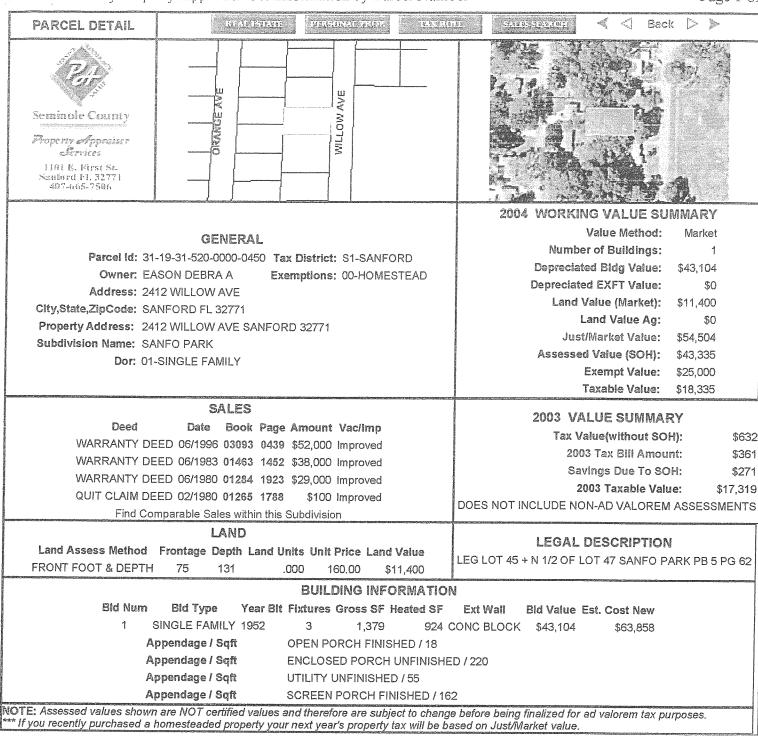
WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of THREE THOUSAND FOUR HUNDRED THIRTY-SIX AND 25/100 DOLLARS (\$3,436.25), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 29, 2003, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| IN WITNESS WHEREOF, Semino be executed this day of | le County has caused these presents to, 2004. |
|---|--|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | By: DARYL G. MCLAIN, Chairman Date: |
| For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. | As authorized for execution by the Board of County Commissioners at their, 20 regular meeting. |
| County Attorney AWS/lpk 3/5/04 satisfaction-eason | |



EACE PROPERTY APPROXISER CONTACT
HOAVE PAGE

Check Date Description
12/29/03 Payoff

01079900 **AMOUNT** \$3,436.25 \$3,436.25

Closing Date 12/22/03

File #: 03CR10291 2412 WILLOW AVE, SANFORD, FL 32771, SEMINOLE County

Creations Title Agency, LLC 01079900 ESCROW ACCOUNT National City Bank 11595 North Meridian Street #615 Indianapolis, IN Carmel, IN 46032 71-92/30 317-815-8819 Date 12/29/03 \$3,436.25 **AMOUNT** ******Three Thousand Four Hundred Thirty-Six & 25/100 Dollars TO THE ORDER OF Seminole County Community Develop The half File #: 03CR10291 2412 WILLOW AVE, SANFORD, FL 32771, SEMINOLE County Loan To: DEBRA A. EASON "01079900" 1:0740000651: 75804.75801°

BETP Rehabilitation Mortgage

THIS Mortgage entered into this 21st day of Lisk. 2003.

between Lights A Europ... bereinster referred to as 'Owner,' and Seminole County. a political subdivision of the State of Florida 1101 E. First Street, Senford, Florida 12771 hereinafter "County."

witnesseth:

WHEREAS the County has SHIP funds available for certain qualified real property owners for purposes of earlying said owners in the repair and rehabilitation of certain improvements (their emining bouning) found upon such owned real property; said real property being legated at: 2412 Wiley Art. Stational Funds 22771 And said property being legally densitied as: Fareal & 31-19-31-520-0000-0450 Lot 65 and the North 47, Sando Park, Justiciding to the plat thereof as recorded in Flat Book 5, Page 61, 43, Public Records of Sandobe County Florida.

or described in

Eshibit A attached jeseto and made a part letrici.

WHEREAS, the Owber has made an application for a deferred payment han, or benefit, for the purpose of relabilitation improvements on real property, and

WHEREAS, a deferred payment loss, or benefit is made and given by the County os specified on the Note accompanying this Mortgage so long as the Owner fore not cell, county, base, or otherwise dispose of the reliabilitated improvements or the real property upon which the improvements are located.

NOW THEREFORE, in consideration of the base, deferred bean, or benefit, the Owner agree as follows:

- 1. A lien is beserby established in favor of the County to provide excurity for the sentrum, set forth in the Rehabilitation Promissory Note attached hereto and here fore made a past which becomes psychle by the Owner, or the Owner's estate, personal representatives, lating or devices.
- 2. The Owner chall shide by all the stipulations, agreements, conditions and commants of this servement, and shall duly pay all real property burse, all home insurance

file min 200127511 On 2001 (NOTE) PAGE (MAR

premitus reasonably required, and keep the buildingle) on the premites in good repair and preservation.

- 3. In the event that the Owner scile, conveye, beares or otherwise disposes of the rehabilitated improvements are bested, then the Country upon which the improvements are bested, then the Owner agrees to repay, in hump stan, the amount due and word to the Country. In the casts of death of the owner or demior of the family the helps or new owner may should the un-loopiest behaves and continue with the terms in the original bean if he/she is income qualified. If the heir or new owner is not income qualified the remaining behaves that is due on the less becomes due and payable to the Country.
- 4. The actoust which shall be repaid to the County under the provisions of this Mortgage shall be the un-forgiven amount of the original Provisionly Note, plus the amount of all applicable blodifications to that Note and this Mortgage, less payments made on the principal containt, if any.
- S. Should the Countr thil to comply with the agreements, conditions, or obligations are forth in this Live Agreement and Promisency Note, then the Live established by this Agreement may be brecheed in the case manner as provided by law for the forestowns of a Martyage, and in addition, the agreement, conditions, and obligations hereof may be entered by any other action, in law or equity, at the option of the County.
- 6. All coust, including a recurrently attorney's fire, which may be incurred by the County for the extraction of any emounts which may be incurred by the County in the enforcement of the agreements, conditions and obligations set forth herein, whether suit is brought forth or not, that he assessed against and be the obligation of the County.
- 7. The use, keepin, of the word Owner, shall apply to the plural as well to the singular.
- 6. The three will indemnify and hold the Crumty hasteless together with all the County's employers and designated representatives, from any and all liability, claims, actions, suits or Generals for injuries, death or property demands arising out of or in connection with the repair and rehabilitation of the Owner's property due to the Owner's negligator.

FILE MAN 2002127511 CA 1200 04727 PASE 6043

| Marie of Handolah | Signature of Services |
|--|--|
| Mais L. Randelph | Dehru A Sasta Print name |
| Signature of Wilmen: - | Signature of Owner |
| Print nume | Print name |
| STATE OF FLORIM. COUNTY OF SEMINOLE BEFORE NE: personally appeared Dikin I person) described in and who executed the forest before me that ship executed said instrument for t | ing multiplicati, and action received to and |
| Withese by band and efficial scal, this 2003 | Meri II Cotte |
| This instrument 15 : pared by and return to: Heals On Wheels, Etc., Inc. P O Best 151690 Albaneurs Springs, Fl 32715-1690 Ager Marri E. Cestr | (Notary Signature) NOTARY PUBLIC State of Florida at Large MyCommissionergives 7-21-07 Scal |
| | Marin Cara My Caracan Marin Egypta Ley (1), 3007 |

FILE NUM 200312751) OF POOR 04929 PROE 0844

SHIP Defeated Payment Promissory Note

name: <u>Carva. De</u>lmi

Data: 7-21-03

AMOUNT: PLRASELEE

FOR VALUE RECEIVED, he redesigned joinly and evently premise(s) to pay to be order of Semistic County
SHIP Program, 1101 E. First Street, Seaford, FL. 12771 (bettie called the "Creety") or its secretary, the same of
These Theoremak Force Analysis and 12512 Street, and 12512 Street, and the program of the principal secrets of the Note is
deferred while the wall eigend remains the legal owner and resides at the noted property. Transfer of Ownership or
less of residence which because defined of the defendant and will cause this note to become the and psychic in
accomplines with the full twing schedule:

- 1. Voluntary directment or coverage during the first (1st) year from the date of execution of this Agure 11 mt.... 100% of the principal execut of this Note must be repekt.
- Veluntary (hyperspent or coverage duping the eccond (2nd) year from the date of execution of this Agreement....60% of the principal amount of this Note ment be repaid.
- Volumery diseasemt or coverage during the third (3rd) year from the date of entrution of this Agreement....60% of the principal amount of this Note went be repaid.
- 4. Voluntary divertment or coverage during the fourth (4th) year from the date of cumption of this Astronom. 40% of the principal amount of this Note must be repaid.
- 6. Velumer: Hyperment or coverage during the circh (6th) year from the date of execution of this Ajer trained... O'th of the principal emount of this Note must be repaid.

In the case of death of the owner or demins of the family the heirs or new owner may essume the un-forgiven balance and continue with the terms in the original lean if he/she is income qualified. If the freis or new owner is not income qualified the remaining tos-forgiven, balance that is due on the loan becames due and payable to the County.

Paihars of the County to exercise such option shall not constitute a variet of each default. The undersigned reserve(e) the right to repay at any time all or any part of the principal emerant of this note point to default of the deferment shall be applied to the principal due on this Note. Upon default, this Note will exceus interest at a rate not to exceed three pertent (3%) are ensured that I has principal amount of this Note in paid.

ereseson 7

FILE NUM 2002127511 DR ECON 04559 PREE COAS

If a suit is instituted by the County to recover this Note, the undersigned agree(s) to pay all course of such callection, including resumable alterney's fees and court couls.

THIS NOTE is accurred by a biorigage of even date duly filed for recording Servinole County, Florida.

DEMAND, protest, and notice of demand and protest are hereby valved and the undersigned hereby waives, to the extent authorised by law, any and all homestead and other exemption rights which everwise would apply to the debt evidenced by this Note.

DI WITHERS WHEREOF, the said perty) hereunto set his. hand and seed this day and year first above written.

| ATTEST: | Signature of Contain |
|--|----------------------|
| Marie Li Radelph | Debro Eason |
| Smalle of Wines | Signature of Overt |
| Print Name | Pring Mares |
| STATE OF FLOID A COURTY OF SEMINGLE | |

SEFORE HE personally appeared <u>Rebra A Sausa</u> in <u>one will known</u> to be the person deperited in and 1450 executed the foregoing inciralment, and admovidable to said before me that Debra A Euron executed said instrument for the purposes therein expressed.

WITNESS my band and official and, this 21st day of July . 2003

This inchance: jetpared by and return but Marci Conter

Marie Cate

 NOTARY FUBLIC
State of Ferrida & Large
My Committee Capital 7-21-97
Scal
Mark Committee Capital Capita

CREATIONS TITLE LLC - PERFECT ESTATES ALTREMENTATION

ON STREET MOSTAGE WA 11575 N. MÉGELAS ST., STE 400 CARROLL, IN. 46052

I hereby euthorize

('lender'), to egome or busine, to verify my best and present employment combigs recents, bank essection, shock holdings, and only other essects musted to present my best application."

I further currents tentor to enter a consumer weekl report and verify other credit information, including past and present Heritable interpretation of the second manufacture in the second in the

k to understood a pirossin py of this ham not give conve as customers.

The intermedian the lenter citains is to be used in the processing of my manages been equivalen. This intermedian may doe to be after the bean has caused.

Date: CONTRACTOR (SEC.)

PRIVACY ACT HOTEST: The manned is to be used by the source classing for the analysis in determining whether you quality as a prespective marginar under the program. It will not be declared custom the agency country to required by law. Someon may be delayed an elegant. The information requested in the form is suthermad by The 17, USC, Chapter S7 (if VA); USC, Section 1701 it is as, (if HUDFHA); by 42 USC, Section 14620 (if HUDFFD); and This 42 USC, 1671 at asq., or 7 usc.

VOTIOS TO BEARCHERS: This is reside to you as required by on Physics Privacy Act of 1972 from HUDFHA has a substance to you. Franchi records hashing your transmiss of compation will be considered or administration of substances to you. Franchi records involving your transmiss will be entirely to HUDFHA without further hotics or compation but will not be a solver or released by the instruction to enotion Gargement Agency or Department without your

TO STATE OF THE ST

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 25, 1997, and recorded in Official Records Book 3308, Pages 2005 through and including 2009, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00)("Note"), dated September 25, 1997, and recorded in the Official Records Book 3308, Pages 2010 through and including 2012, Public Records of Seminole County, Florida, which encumbered the property located at 445 Hemlock Street, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 88, OAKLAND VILLAGE, SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 10-21-29-513-0000-0880

(the "Property,") were made by Gladys Rodriguez, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

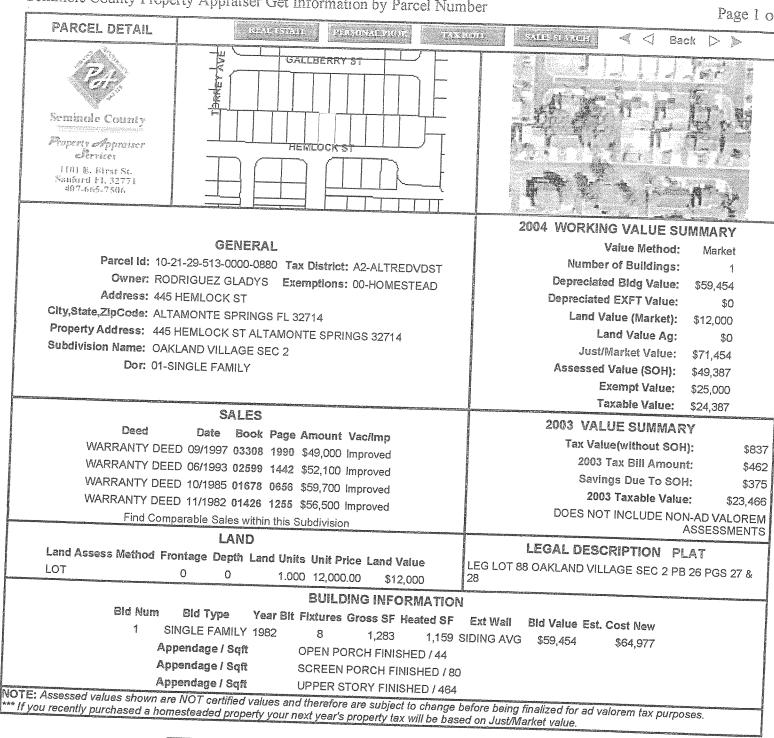
WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

to

| IN WITNESS WHEREOF, be executed this day | Seminole County has caused these presents of, 2004. |
|--|---|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| | By: |
| MARYANNE MORSE Clerk to the Board of County Commissioners of | DARYL G. MCLAIN, Chairman |
| Seminole County, Florida. | Date: |
| For the use and reliance of Seminole County only. | As authorized for execution by the Board of County Commissioners at their, 20 |
| Approved as to form and legal sufficiency. | regular meeting. |
| | |
| County Attorney AWS/1pk | |
| 3/9/04 satisfaction-rodriguez | |



REDORM ME AS STATES TO SECONDAL SECONDA SECONDAL

Carlo Ca

Santrale County Hannamount of Assistance Program

Second Mortgage Doed

THIS SECOND MONTGAGE DEED to hereby made and entered into the city of september 100.2 by and between Gladys Readilgues, a subdivision of the State of Florida, whose pides in 1101 Rus Pira Russes, Annord.

Plantag 32771. hereinafter referred to as the "Mangagers."

(Whenever used herein the terms of "Mortgager" and "Mortgages" and individuals and the interpretation of the protection of the companient of the companient of the term "que" include in all the future herein described if more than one exists.)

Witnessetti. the for good and valuable consideration, and also is consideration of the assergate dum named in the accord Mortgage Note of even date herewish (\$2,520,90), hereinster despitable, the Mortgager hereby grants, barneins, sells, ellons, propless, conveys and confirms and the Mortgager all the certain land or which the Mortgager is now selzed and in acceptable, stated in Seminate County.

see exhibit "A" aftached hereto and incorporated herein

TO HAVE AND TO HOLD THE SAME, seculiar with the senements, heredisappoint and appartendances thereto belonging, and the renu, laures and profits discrept, umo the Mortesgee. In few simple.

AND the Mortgagar covenance with the Mortgagae that the Mortgagar is indefeasibly to convey said land to be simplet that the Mortgagar that an according to convey said land as aforegaid; that the Mortgagar will suche each further exemples to possess the fee simple take to said land in the Mortgagar has may reasonably be required; that the Mortgagar hereby full warrants the title of said land will defend the same against the lawful claims of all persons whomenever; and that said land is free land elser of all ensumbrances except:

A valid purchase money first Morteage approved by Morteages.

This morthage is given to seminale county and is exempt from payment of intangisle personal frorepty tax and documentary framp exche tax on doduments pursuant to excrore 420.513(1) and 193.183(1) florida statutes

This habuners was present by access secondary access as the control of the contro

1 075

75007

The state of the s

Side

.n

ISP CEI

74 (4:1 RECORDED & VERIFIE!

Conk-402-665

Consider you was he had now we have a son was a son was a son with a son was a son was a son with a son was a son with a son was a son was a son with a son was a son was a son with a son was a son was a son with a son was a son

50.9

LEB. TO CROAME COTOLIE

ANY DEFAULT in any mortgage note, or lips of resort, including, but set limited to the Record Mortgage Note and the Piret Mortgage expressed herein, chail constitute a distribution of a mortgage or lies forestages legal expectaging shall be one basic authorizing the Mortgages to declars a decade. In the event of forestages, the Mortgages records the right of first refusal on the land as decaded in Eshibit -A."

PROVIDED ALWAYS, that sold Mongagor shall pay unto sold Mongagos the section Second Mongage Not hereinsfer substantially septed or Edentified, to-wit:

see exhibit "B" attached hereto and incorporated herein

AND the Morgagor shall perform, comply with and abide by each and every of the agreements. Expeliations, conditions and sevenants therein and of this accord Morgago, and if not, then this Morgago and the seast hereby created, shall case, determine and be cult and void.

AND the Mercagor hereby further coverance and persente pay promptly when due the principal and interest and other sums of money provided for in and note and Second Mortgage, or either; to pay all and singular the taken, assessments, leving, itabilities, obligations, and excumbrances of every nature on and property to permit commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; so pay all soam, sharees, and expenses, including attorney's fees and title searches, responsibly insured or said by the Mortgages because of the faiture of the Mortgager to promptly and fully comply with the agreements, scipulations, conditions and economic of and note and this second Mortgage, or either; to perform, comply with and abide by each and every of the performants, dipulations, souldings and opvenants of said note and the second Mortgage, or either. In the event the Mortgages fails to pay when due any tak, essessments, incurance premium or other sum of money payable by virus of apid note and this Second Mortgage, or either, the Mortgages may pay the same, without waiving or effecting the option to forepieze or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lewful rese then allowed by the laws of Sign of Florids.

If each and every one of the agreement, slipulations, conditions and coverants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum manufored in said note, and this Second Mortgage, or the entire belance unpaid thereoe, shall forthwith or thereafter, at the option of the Mortgages, become and be due and psyable, anything in said note or herein to the contrary notwitherending. Fallure by the Mortgages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrused or thereafter accruing.

Provided that, as set forth in the Appoind Mortgage Note attached hereto at Enhibit "A" no payments shall be required on the Appoind Mortgage as long as the land remains occupied by the Mortgager, and said land is not sold, leaved, rented or subjected,

2 of 5

7/20/07 District alon

TEHINDLE CU. F.

P0.9

Should the land remain paper coupled and not be named, loaded or sublected for an old 1997 years show this Research Mornage and he forgiven to that and a release filed in the violated, a definite chair and the sublets of the sublets of the subject of the subjec

This Mariange shall be subordings to a valid surches money first Mortange on the land, subject to the notification and approval of Murigages.

IN WITHMESS WHEREOF, the sold Mortespor has here unto stand and rected the day and year lifes above written.

Withmess Laura a. Sunner

Print Name: Laura a. Sunner

Print Name: Print Nam

1 of 5

THE PROPERTY OF STREET WAS AND THE PROPERTY OF to me or have proceed to the common of the c 12.1 400° 1400° 751 4700°.

where we have the contract and the contract which desired the contraction of the contract

Melical Privile Regist Resolution Register to promise Commission Register

善 (数) 第

22 1

。 2017年 2018年 1918年 191

THE DR PERSON THE PROPERTY OF THE PARTY OF T

STALL BELLE

= . * * ≠ ** *

AND PROPERTY BUT THE SECOND OF STREET OF STREET

AMGUNEL

Comes as a second succession of the succession of the control of t ar arrived of programmer and programmer and arrived to a companied of a supplementation of the Same of numeros conser a morteo (st. Sin. III). The only principal conf po muselo in jausai Minister 2011 of the works where the many induction is responding in a fine district contract of the contract And the first and the property of the second THE CASE WE CAN WHEN PRODUCE AND THE CASE OF LOCALIZATION AND RELIGIOUS SHIPS secondarying formulation appropriate of the Nate about this paper in the following

- 2. No payment shall be required divides the leavy of thic blate, and this date shall be hardinaries tradition with tent to be and of the anomalian of this property The read of the restriction of the first grown and the read of the restriction of the res the author motion and property is not while labeled, transferred or resimplesed and and the same and the same contractions and the same of the same and the same and the same of the same
- TO SEE DESCRIPTION IN SOLIT PROPERTY OF SECURITIES OF SECU mer de persient, de lui permen sixil de det un més, lebre, l'elefer ar THE STREET THE PARTY AND THE P of the Pegaral Regulations in offset at the time of default,

This Main incorporates, and is importurated into the Second Managers found of own

natura estado en 1900 de 1900 d Partir antida estado en 1900 de 1900 d

The Maker of this Place of 18 successors shall be in defeat upon cocurrence of one or Property for March Mills sugares when conservations and the conservation of the conser

1 2/3

e for the state of TAN AND EXPLICATION AND AND STREET STREET The state of the s

- the said section of inflations in the addition from the first and too freehold. Within En १ एक इंक्सिकेट नेक कर्म निकासिकेट कर्म देविकेट विकासिक क्ष्म देविकेटिया कर इंक्सिकेट से विकासिक्या
- त्र प्रमाणकार्त्व वर्षः वर्षाकृतिका प्रमाणकार्यः कृत्यान्त्राकार्यः वर्षाकार्यः प्रमाणकार्यः प्रमाणकार्यः वर्षाकार्यः वर्षाकारः वर
- E detrois allementations are allementations and the beautiful or the second of a marginal of the second of the sec of Maker's Miccesser,
- A final factor and success accomplished the executations of the control of the co
- 5. Peliure in malausia adagusta hazarsi kumpence on subplem property cad $\frac{1}{12} \frac{1}{2} \frac{1$
- s. Letters as decided with the tolder with solding of the solding greening.
- And the state of t Adem Grondstatesbus (1879 Grondstatesbus

Carrier Strain and Manager & Carrier Strain Strain

AND BEFORE THE EXPERIMENT OF EXPERIMENT OF BETT STORES THE STORES OF SELECTION OF SELECTION OF A CORRESPONDING OF SELECTION OF SELECTIO conceived anduly deliceptor; population ad charachi pricate stry ancreasing and the accordance in the The state of the s And incomplicate from the training continues at which in the constant bravisions की जेल विकास ने क्यानिवास के सरिवार कर होते होता है। विकास

This persons worthers shall be automitable to a first beautings as approved by the A page I harder

The state of the second Marker in Teach of the anid bridge, and then had decembered und endough recognishe to the which the property of the prince of the prin PRINCE CONTRACTOR

The second state of the second second

Control of the contr

establication and the contract of the contract

the entering of the distribution, and only there are a figure of the advances for also probable of

The street of th

| | Landing Free Commence | - |
|--|--|-------------------------|
| Material Admiracy Services (18 to 18 | eries Wasen Madus Beschouse 9 | ~~ |
| | ्रकेट को देश हो होता है जो है । हा ने देशकार के प्रशासन करता है | Sec. 9 |
| The state of the s | The same of the sa | |
| A contract of the contract of | The second control of | i ham sani salik pan |
| STATE OF FEMALES | | |
| The same of the state of the same of the s | The second secon | |
| AUCHTMATURED word broad word and and and and and to share FF A O I with the FAR AUCHT STATE WHEN HE STATE WITH WHICH WERE AND | attaning Called Arthur State Additional State And State Annual State A | |
| There | A SELECTION OF THE PROPERTY OF | |

7.2 7.2 1.7d

100

Taker.

The same was decreased to the same of the

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 19, 1998, and recorded in Official Records Book 3449, Pages 0270 through and including 0274, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 19, 1998, and recorded in the Official Records Book 3449, Pages 0275 through and including 0277, Public Records of Seminole County, Florida, which encumbered the property located at 2842 Gale Place, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 23, BLOCK E, WOODMERE PARK, 2^{ND} REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 06-20-31-505-0E00-0230

(the "Property,") were made by Calvin Davis and Kimberly Davis, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| <pre>IN WITNESS WHEREOF, Sem be executed this day of _</pre> | inole County has caused these presents to, 2004. |
|--|---|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| MARYANNE MORSE Clerk to the Board of | By: DARYL G. MCLAIN, Chairman |
| County Commissioners of Seminole County, Florida. | Date: |
| For the use and reliance of Seminole County only. | As authorized for execution by the Board of County Commissioners at their, 20 |
| Approved as to form and legal sufficiency. | regular meeting. |
| County Attorney | |
| AWS/lpk 3/9/04 | |
| satisfaction-davis | |

| * | | | | | | |
|---|--|---|-------------------------------------|--|--|---|
| PARCEL DETAIL | Tacath Esakads | MESCASON BUSE | END ALTERNATION | の過程をおうな可能を見せる。 | ∢ ⊲ Back | |
| Seminole County Froperty Appraises Services 1101 E. First St. Santord F1, 32771 497-465-7596 | EMPIRE PL | GALE PL | | | | |
| | | | | 2004 WORKIN | IG VALUE SUMI | VIARY |
| Owner: DAVI Address: 2842 City,State,ZipCode: SANI Property Address: 2842 Subdivision Name: WOO | S CALVIN & KIMBERLY EX | 3 | G G | Numbe Depreciate Depreciate Land V L Just Assessed | Value Method: r of Buildings: ed Bidg Value: d EXFT Value: (alue (Market): and Value Ag: (Market Value: b) I Value (SOH): Exempt Value: \$ | Market 1 49,269 \$1,006 10,800 \$0 61,075 53,639 25,000 |
| | | | | 1 | axable Value: \$ | 28,639 |
| SPECIAL WARRANT CERTIFICATE OF TI WARRANTY DEED PROBATE RECORDS WARRANTY DEED PROBATE RECORDS WARRANTY DEED | 06/1998 03449 03 Y DEED 06/1998 03449 03 Y DEED 12/1997 03383 03 TLE 12/1997 03348 10 02/1997 03196 13 S 12/1996 03168 16 11/1996 03168 16 | \$100 Improve \$65,700 Improve \$65,000 Improve \$48 \$100 Improve \$34 \$39,300 Improve \$100 Improve \$29,900 Improve | ed ed ed ed ed ed ed ed ed | Тах Va 2003 Sav 20 | LUE SUMMARY lue(without SOH): 3 Tax Bill Amount: ings Due To SOH: 03 Taxable Value: DT INCLUDE NON-AS | \$763 \$571 \$192 \$27,382 AD VALOREM SSESSMENTS |
| | LAND | | | LEGAL DES | CRIPTION PLA | T |
| Land Assess Method FRONT FOOT & DEPTH | Frontage Depth Land Uni 60 118 .00 | 00 200.00 \$1 | 0,800 13 | EG LOT 23 BLK E WOOL 3 PG 73 | | |
| A | SINGLE FAMILY 1972 ppendage / Sqft ppendage / Sqft | BUILDING INFO Fixtures Gross SF H 5 1,305 JTILITY FINISHED / 8 DPEN PORCH FINISH GARAGE FINISHED / EXTRA FEA | 956 CON 88 HED / 30 231 | Ext Wall Bid Value E: NC BLOCK \$49,269 T Value Est. Cost New | st. Cost New \$57,290 | эрдагай мээргэйн эргэнн уудуу нь үйлэгэг Охим |
| | ALUM SCREEN PORCH | | 180 | \$766 \$1,530 | | |
| | ALUM PORCH NO FLO | | 120 | \$240 \$480 | | |
| NOTE: Assessed values shown in the lf you recently purchased a high | are NOT certified values and omesteaded property your n | d therefore are subjectext vear's property to | et to change bei x will be based | fore being finalized for ad on Just/Market value | valorem tax purpos | es. |
| | F F Y y var 11 | - y o p. oporty to | | | | |

BACK PROPERTY APPRAISER CONTACT

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 199% by and between Calvin R. & Kimberly Davis, husband & wife, hereinafter referred to the "Mortgagor" and Seminole County political subdivision of the State of Florida, whose address is 1101 East First Street. Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420,513(1) AND 199,185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. HWY 17-92
CASSELBERRY, FL 32707

RETURN TO: FIRST AMERICAN TITLE INSURANCE CT 1 1 of 5

Sr. 17481.26

7/29/91 #0lemig.do

222742

OF CIRCUIT COUNTY

ENTROLE COUNTY L

Description: Seminole,FL Document-Book.Page 3449.270 Page: 1 of 8

Order: teri-163 Comment:

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, 10-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit. commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

2 of 5

7/29/97 notemtg.doc Should the land remain owner-oscupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE PULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUK ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURSION LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Thousand dollars and 40/100(\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Print Name: TVDY FORET Print Name: Calvin R. Davis & Tumborly & Davis
Print Name: Print Name: Print Name: Print Name:

Print Name: Print Name: Print Name:

Print Name: Print Name:

Print Name:

Print Name:

3 of 5

TENESTS notemig.doc

| STATE OF | FLORIDA ' |
|-----------|-------------|
| COLINTY (| OF SEMINOLE |

I HEREBY CERTIFY that on this 19 TH day of ----before me, an officer duly authorized in to take acknowledgments, personally, appeared and Kimbekly Devis, HeW, who executed the foregoing instrument and minima acknowledge before me that he/she/they executed the same and are personally known acknowledge before me that he/she/they executed the same and are personally known to me or have produced DR. VER'S LICENES as identification and who delight not take an oath.

MY COMMERCIAN & CO 197690
EXPIRES: Jerrury 12, 2001
Boxold Thru Houry Prose Underwriters

Notary Public Serial Number Commission Expires:

4 of 5

7/29/97 notemts.doc

SEMMOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 23, BLOCK B, WOODNEER PARK, 28D REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73, OF THE PUBLIC RECORDS OF SEMINOLE COURTY, PLORIDA.

5 of 5

7/29/97

Description: Seminole,FL Document-Book.Page 3449.270 Page: 5 of 8 Order: teri-163 Comment:

manner:

Samingla County Homeournarchia Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

| AMOUNT: \$10,000,00 FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) | MELES |
|---|-------|
| FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollar and 00/100 (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a | |
| period of ten (10) years, beginning on the date of execution of this Note and | |

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

accompanying Mortgage. Repayment of this Note shall take place in the following

- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

1 of 3

7/29/97 notemig.doc

Description: Seminole,FL Document-Book Page 3449.270 Page: 6 of 8 Order: teri-163 Comment:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.L.P. HOMERUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. US HWY 1

CANSEL BERRY, FL

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

2 of 3

7/29/97 notentg.doc

| Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage. | • | |
|---|--|---------|
| Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit. | ic | |
| In the event of foreclosure, County reserves the right of first refusal on the property. | | 335 |
| IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and scaled these presents the day and year first above written. | SEMINDLE CO. F | - 1. C. |
| | m N | 172 |
| Print Name: Zu, by For. ET Print Name: Calvin R. Davis | and you. | 17 |
| Print Name: Kimberly L. Davis | _ | |
| Print Name: OAT Aya lo- Print Name: | a | |
| Print Name: Print Name; | M. | |
| STATE OF FLORIDA COUNTY OF SEMINOLE | | |
| I HEREBY CERTIFY that on this 1974 day of 3720 , before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared 14.1.2 12.1.2 and 17.1.2 , who executed the foregoing instrument and acknowledge before me that he/she/they executed the same and are personally known to me or have produced 17.1.1.2 1.1.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2 | | |
| WITNESS my hand and official seal in the County and State last aforesaid. | | |
| WITHESS my hand and difficial seal in the county and state last aloresaid. | | |
| Name: Noticy II. Poret Noticy Public Serial Number Commission Expires: One of the Noticy Page: Understaters Name: Noticy Public Serial Number Commission Expires: | American specific property and specific prop | |
| 3 of 3 | AVIAVS | |
| | 7/29/97 Holenky.duc | |

Description: Seminole,FL Document-Book.Page 3449.270 Page: 8 of 8 Order: teri-163 Comment:

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 4, 1994, and recorded in Official Records Book 2726, Pages 1505 through and including 1508, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated February 4, 1994, and recorded in the Official Records Book 2726, Pages 1509 through and including 1511, Public Records of Seminole County, Florida, which encumbered the property located at 1423 Mara Court, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 96, SAN LANTA, 3^{RD} SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-505-0000-0960

(the "Property,") were made by Sonia L. Mincey, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within twenty (20) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

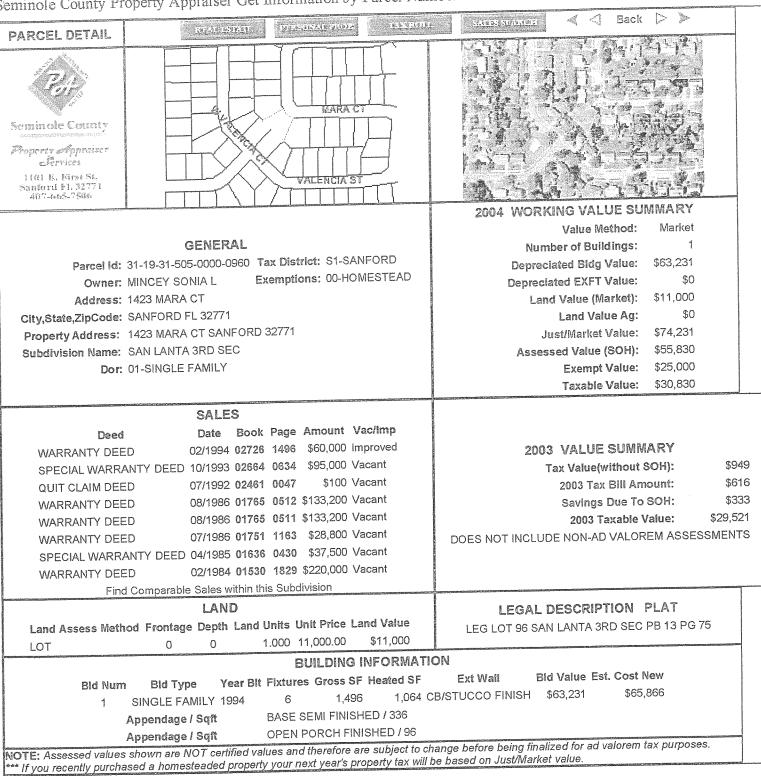
WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| IN WITNESS WHEREOF, Semino be executed this day of | le County has caused these presents to |
|---|--|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | By: DARYL G. MCLAIN, Chairman Date: |
| For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. | As authorized for execution by the Board of County Commissioners at their, 20 regular meeting. |
| County Attorney AWS/lpk 3/9/04 satisfaction-mincey | |



RACK PROPERTY APPRAISER PROPERTY ENTER

700

505

Address 2000 Halland Cantal Purksey, 6400 United Pt. 50709

SECOND MORTGAGE DEED

THIS SECOND MORTGAGE DEED, executed the 4thday of February, 1994, A.D., by SONIA L.MINCEY, A SINGLE PERSON, hereinafter called the Mortgagor, to Seminote County (This County), and total and table of the Sear of Storicks, with permanent address at 1101 E. First. County 1, a political subdivision of the State of Florida, with permanent address at 1101 E. First, Street, Sanford, Florida 32771, hereinafter called the Mortgagee:

(whenever used herein the terms of "Mortgagor" and "Mortgagoe" include all the parties to o. this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" include all the notes herein described if more than one.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mongage Note of even date herewith (\$3000.00), hardmafter described, the Mortgager hereby grants, bargains, sells, allens, promises, conveys and confirms unto the Montagee all the certain land of which the Montgagor is now selzed and in possession situated In Seminole County. Florida. viz:

SEE EXHIBIT 'A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD THE SAME, cogether with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mongagae, in fee simple.

AND the Montgagor covenants with the Montgagee that the Montgagor is Indefeasibly selzed of sald land in fee simple; that the Mortgagor has good right and lawful authority to convey sald land as aloresald; that the Mongagor will make such further assurances to perfect the fee simple title to sold land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever: and that said land is free and clear of all encumbrances except

A valid purchase money that mongage approved by Mongages.

CLEAN OF CINCUIT COLF?

S S

94 FEB -9 PM 1:3)

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AMD 199.185(1)(d) FLORIDA STATUTES

PROVIDED ALWAYS, that is said Mongagor shall pay unto said Mongagee the centain Second Mortgage Note hereinafter substantially copied or identified, to-wit;

SEE EXHIBIT 'B" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each and every one of life. agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cesse, disternine and be null and void.

AND the Mongagor hereby further coverants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, flabilities, obligations, and encumbrances of every nature on said property to parmit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mongagne because of the feiture of the Moregagor to promptly and fully comply with the agreements, stipulations, conditions and covenante of said note and this Montgage, or either; to perform, comply with and abide by each and every one of the agreements, supulations, conditions and covenants of sald note and this Mortgage, or either. In the event the Mortgagor falls to pay when due any tan, assessment, insurance premium or other sum of money payable by virtue of said note and this Mongage, or either, the Mongagee may pay the same, without walving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, sipulations, conditions and covenants of said note and this Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mongagee, become and be due and payable, anything in said note or herein to the courtary notwithstanding. Fallure by the Mongages to exercise any of the rights or options herein provided shall not constitute a water of any rights or options under said note or this Mongage accrued or thereafter accruing.

Provided that, as provided in the Second Mongage Note enached hereto as Exhibit "9", no payments shall be required on this Second Montgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented, subleased or refinanced, should the property remain owner-occupied and not be rented, leased or subleased for a period of twenty (20) years, then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be deduced and the entire amount shall be immediately due and payable, plus interest at the rate of three parcent (3%) per annum from the date of enecual on

200

This Mongage shall be subordinate to a First Mongage on this property, subject to the notification and approval of Mortgagae.

IN WITNESS WHEREOF, the said Mortgager has hereunto signed and sealed these presents the day year first above witten.

Signed, sealed and delivered In the presence of: Printed Name: SONIA L. MINCEY Printed Name: Printed Names Namey Baillagen Printed Name: 423 MARA COSET Sanford, The 32771 Printed Name

Printed Name

STATE OF FLORIDA COUNTY OF SEMINOIE

I HEREBY CERTIFY that on this 4th day of February, 1994, before me, an officer duly authorized in the State aloresald and in the County aforesald to take actinowledgments, personally appeared SONIA L MINCEY and, who executed the foregoing instrument and who acknowledged before me that he/shethey executed the same and are personally known to me or have produced A FLORIDA DRIVER'S LICENSE as Identification and who did not take an eath.

WITNESS my hand and official seal in the County and State last aforesald

Printed Name: LEAH ELLIOTT - Notary Public Commission Expires:

"OFFICIAL NOTARY JEAL"
LEAST ELLICIT
NORTH Public, Dute of Physics
Completion No. CC210100
My Commission English 91706

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 96, SAN LANTA. THIRD SECTION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 75, OF THE PUBLIC RECORDS OF SEMINOLE, COUNTY, FLORIDA.

BOOK I RECORDS 1508
SEMINALE CO.FL.

This learness Project By:
SOUTHEAST TITLE

CONTINUES TO THE PROJECT PR

Malland, Pt. 32761

DEFICIAL RECYNEE BOOK 1509 7.726 1509 SENNOLE CO. FL.

EXHIBIT "B"

SECOND MORTGAGE NOTE

AMOUNT: 3000.00

FOR VALUE RECEIVED, the undersigned (fointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinefter specified, the sum of (STHREE THOUSAND DOLLARS AND NO CENTS). The said principal shall be payable in lawful money of the United States of America to the Country at 1101 E. First Street, Sanford, Florida, 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of Twanty (20) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default occurs, the Second Mongage Note shall be due and payable in full, along with interest at the rate of three percent (3%) per year. Payment in full shall be made within thirty (30) days of the declaration of default.
- B. This debt shall be parmanently forgiven then twenty (20) years after the date of the axecution of this blote. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) years.

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DEFAULI

The makes of this Note or its succeased shall be in default under any one or more of the following conditions:

 The sale of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

THIS MORTGAGE IS GIVEN TO
SEMINOLE COUNTY
AND IS EXEMPT FROM PAYMENT OF
INTANGIBLE PERSONAL PROPERTY
TAX AND DOCUMENTARY STAMP EXCISE
TAX ON DOCUMENTS PURSUANT TO
SECTIONS 420.513(1) AND 199.185(1)(d)
FLORIDA STATUTES

- Leasing, renting or refinancing of the property within ten (10) years of the date of execution of this Note and Mongage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- Fallure to pay applicable property taxes on subject property and improvements.
- Fallure to maintain adequate hazard insurance on subject property and improvements.
- 6. Fallure to comply with the terms and conditions of the accompanying Montage of Deed of even date.
- Fallure to comply with the terms and conditions of the First Montgage securing the property.

CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mongage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default. The accelerated amount due shall accrue interest, from the date of execution of this Note until the date of full payment, at the same rate as the first Mongage on this property. Holder's failure to exercise the default provision under this Note shall not constitute waives of the right to exercise same in the event of a subsequent

MISCELLANEOUS PROVISIONS

This Mortgage Note shall be subordinate to a first Mortgage as approved by the County.

This Mote is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed end enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives procedured, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attenney's fees, whether suit be brought or not, if, after maturity of this Nosa or default hereunder, or under said Mongage, counsel shall be employed to collect this Note or to protect the security of said Mongage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

| IN WITNESS WHEREOF, the said Mo | ortgagor has hereunto signed and sealed these presents |
|---------------------------------------|--|
| the day and year first above written. | |

Signed, sealed and delivered in the presence of:

Name:

SONIA L. MINCEY Printed Namor

AORTGAGOR:

LEAH BLLIOTT

WWYAR SONIA L. MINERY BAIHAGEOIPFINEED NAME: 1423 MALA CODET SANFOLD, 41. 32771

SEMINOLE CO. FL. G

Printed Name:

Printed Name:

STATE OF FLORIDA COUNTY OF SEMINOLE

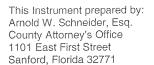
I HEREBY CERTIFY that on this 4th day of Fabruary, 1994, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SONIA L. MINCEY, A SINGLE PERSON, who executed the foregoing instrument and who acknowledged before me that he/she/they executed the same and are personally known to me or have produced A FLORID DRIVER'S LICENSE as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Printed Name: LEAH ELLIOTT - Notary Public

Commission Expires:

"OFFICIAL NOTARY SHAL"
LEAN ELLIOTT
Netary Public, State of Florida
Constitution No. CC129000
My Commission Busines 91/1/168



Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 11, 1996, and recorded in Official Records Book 3145, Pages 1240 through and including 1244, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) ("Note"), dated October 11, 1996, and recorded in the Official Records Book 3145, Pages 1245 through and including 1247, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 25, 1996, recorded in Official Records Book 3234, Pages 1248 through and including 1250, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 3349 Coleus Court, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

LOT 6, BLOCK B, EASTBROOK, UNIT NO. FOURTEEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 93 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 34-21-30-514-0B00-0060

(the "Property,") were made by Joseph Phipps and Joann Phipps, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within twenty (20) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release
the Property from the lien and operation of the Mortgage, Note and
Agreement;

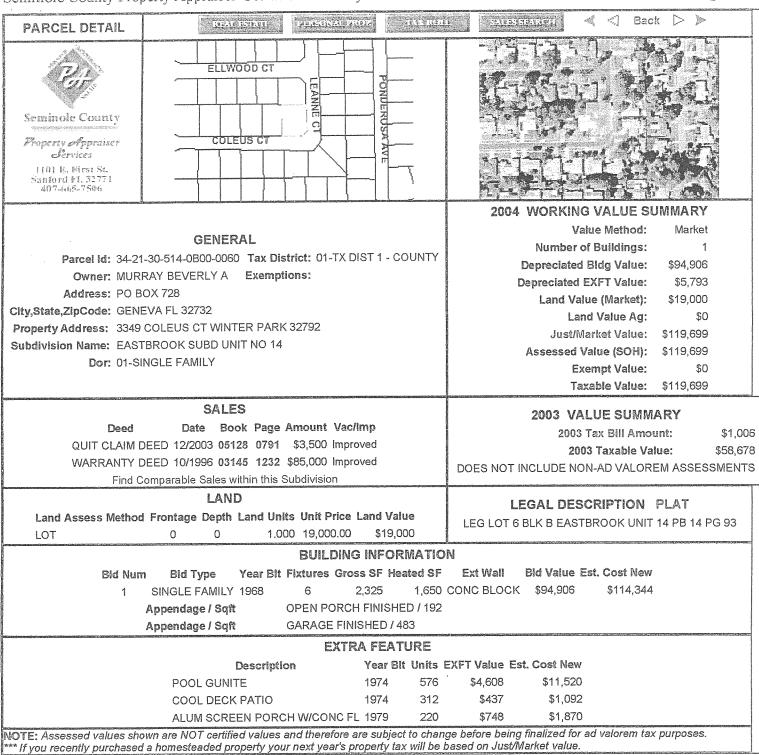
NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

to

| same of record. | |
|--|---|
| IN WITNESS WHEREOF, Set be executed this day of | minole County has caused these presents, 2004. |
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| | By: |
| MARYANNE MORSE Clerk to the Board of County Commissioners of | DARYL G. MCLAIN, Chairman |
| Seminole County, Florida. | Date: |
| For the use and reliance of Seminole County only. | As authorized for execution by the Board of County Commissioners at their |
| Approved as to form and legal sufficiency. | regular meeting. |
| County Attornoy | |
| County Attorney AWS/lpk 3/5/04 | |

satisfaction-phipps



902998

SEMINOLE COUNTY, FL. RECORDED & VERIFIED

96 OCT 18 PH 2: 41

3/10

1270 Orange Avenue Suite E Winter Park, FL 32789 BOOK PAGE

Seminola County Homoomorship Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the Lith day of <u>October</u> 1996 by and between <u>Interest Hilling</u> and Josef Filters. Els stroughereinster referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Fiorida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinster referred to as the "Mortgagose."

(Whenever used herein the terms of "Mortgagor" and "Mortgagoe" include all parties to this instrument, the heirs, legal representatives and sesigns of individuals and the successors and sesigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3.500.00), hereinafter described, the Mortgagor hereby grants, bargains, selts, aliens, premists, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenences thereto belonging, and the rents, issues and profits thereof, unto the Mortgages, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that eaid land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
BOSEY JOESTON
UNIVERSAL LAND TITLE, LEC1270 Ormage Ave., FE
Winter Part, FL 32782

CHALLMAN CONTROL

51

.....

90

Seminols County Homeownership Assistants Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basic authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusel on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagoe the certain Second Mortgago Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cause, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no wests, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Montgage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgages may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall beer interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and psychle, anything in said note or herein to the contrary notwithstanding. Fellure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

DANGE LALES THE

52

4460

3 145 1242 SEMINAL RECORDS

Seminels County Womenmorship Assistance Program



occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for _five (5) years, twenty (20) years or ____ (check applicable) thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN THIRTY (30) YEARS AFTER TWENTY (20) YEARS OR _____ EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of 1912 71025450 7172 Simesters (\$ 3,500.00) to Mortgages in full, less any available forgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default. This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages. IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and socied Prior-Necos Print Neme: Print Name: Print Name:

22:50 5551/81/80

PAGE 07

3145 1243

| | | | WOL 0.71 |
|------------------------------------|--|--|--|
| | | | 872 |
| Sominals Come | ty Wemasanarskip A | Luicianus Program | |
| STATE OF FLOR | RIDA MAGNESIANGE | • | . 100 |
| to take acknowledge before or have | ERTHY that on this growth that on this growth that he will be a considered that he will be a considered that he with the considered that he with the considered that he with the considered that he considered that he considered that he considered that he considered that the considered th | appeared JOSQUE PAILTYS who executed the foregoing keen any associated the same and are po | ounty aferbasid ument and who ersonally known on and who old? |
| WITNESS III | y hand and official see | l in the County and State lest afo | resaid. |
| | | A TO | 76 |
| | YOSA A. STILMYDESS blany Robin, State of Flowing Convent. Equitac Convent. Convent. Equitac Convent. Ann. CC 2004000 of Flow difficulty Shapelon of Flow difficulty Shapelon | Name: Notary Public LYDIA A STRAW Serial Number Commission Expires: | DER |
| | | | |
| | | | |
| | | | |
| | | | |
| | | • | |
| | | | |
| | | | |
| | | | |
| | environisti e il filmologgi programma anno di del di di discono di | \$ 6 | |
| | | | A month of the state of the sta |
| | | | |

Þ

3145 1244
SEDMONE CO. PL

Seminale County Womenmership Accidence Program



EXHIBIT "A"

LEGAL DESCRIPTION

Let 6, Block B, MASTERSON SERVISION, WHIT HD. PURTERS, according to the plat thereof, so recorded in Flat Book 14, Page 93, of the Public Boostle of Suminals County, Flatids.

55

SENSON RECORDS

3 I 45 I 245

SENSON CO. P.

Seminals County Homomuscubip Assistance Programs



exhibit "0" Second Mortgage Note

| AMOUNT: 13 Mars 1 |
|--|
| FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one |
| promises to nev Seminole County ("The County"), a political subdivision of the Sale of |
| Electric or order, the matter hereinener specified, the sum of |
| THE THOMAS FIVE BEING 3.30.00 |
| payable in levelal money of the United States of America to the County of |
| tiot wast pine st., fasfeed Florida 32771 or at such a piece as maj |
| hereafter be designated by written notice from the holder to the maker hereof. This |
| Note and Mortgage securing same shall be for a period of terenty (20) or thirty (30 |
| years (if used in conjunction with FHA financing), beginning on the date of execution of |
| this Note and accompanying Mortgage. Repayment of this Note shall take place in the |
| |
| following menner: |

- A. If a default of the First Mortgage eccurs, the Second Mortgage Note shall be due and payable in full.
- 8. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) five (5), twenty (20) or as thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinenced prior to _______ five (5) twenty (20) __xx____ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinencing less any available forgiveness as set forth in the recepture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one of more of the following conditions:

ACCOMPANDED AND PROPERTY.

5/6

22:60 6661/81/80

Samuels County Homeomorphip Assistance Program

This instrument was prepared by:

1270 Orange Art. ... Wister Fart, FL 3

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGULE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 189.185(1)(d), FLORIDA STATUTES

ORIDA STATUTES

1. The sale, transfer or refinencing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or malos a successors.

- Leesing or renting of the property within five (6), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- The destruction or ebendonment of the home on the subject property by makers or maker's successors.
- 4. Fellure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazzard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Montgage Dead of even data.
- Feiture to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shell be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

\$77

72:50 6661/81/80

11 35A9

ΓEO

SEMESTE COLP. 3

Seminale County Housemarchip Accidence Program

Each person tiable hereon whether meter or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including researcable attorney's fees, whether suit be brought or not, if, after meturity of this Note or default hereunder, or under said Mortgage, ocursed shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "metter" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

| | | The Just Plyn |
|---|---|---|
| Point Name: | LYDIA A. STRAWDER | Print Neme: John Street Califf |
| Print Numb; | SHANNON CETECA | Print Name: |
| Print Name: | | interconfidentials |
| Print Name: | | unamataumide nin-aktivitäitikk |
| STATE OF FLO | RICA | |
| COUNTY OF 8 I HEREBY before me, and to take activo | EMINOLE CERTIFY that on the subscript of | this 11th day of October 1995 and in the County aforeseld |
| COUNTY OF 8 I HEREBY before me, and to take activit and ectimowledge I to me or have | EMINOLE CERTIFY that on officer duly authorized method personal personal produced | red in the State eloreseld and in the County eroreseld neity appeared |
| COUNTY OF 8 I HEREBY before me, and to take acturo end acturowledge to me or have did not take ar | EMINOLE CERTIFY that on officer duly authorized method personal personal produced | red in the State aloreceld and in the County arcreseld mality appeared 1000018 PRIFES who executed the foregoing instrument and who heritely concuted the same and are personally known as identification and who did not seek in the Statety and Statety at a special did. |
| COUNTY OF 8 I HEREBY before me, and to take acturo end sciunowledge ! to me or have did not take ar WITNESS | EMINOLE CERTIFY that on officer duly authorized duly authorized personal mounts. | nelly appeared not in the County arcressed nelly appeared notified PRIFES not the foregoing instrument and who hertney concuted the same and are personally known microup, as identification and who did |

Suite E

The state of the s

OFFICIAL RECORDS

3234

1248

SEMMOLE COUNTY HOME PROGRAM

HOMEBUYER PROGRAM ASSISTANCE AGREEMENT MINOLE CO. FL

Applicant(s): JOSEPH PHIPPS and JOANN PHIPPS, his spouse

Froperty Address: 3349 Colous Court, Winter Park, Fl. 32792

day of September, 196 This Agreement is entered into this 25th Seminole County, a political autodivision of the State of Florida, whose address is 1101 East First Street. Barriord, Floride, 32771 (hereinefler "COUNTY") and JOSEPH PHIPPS and JOSEN PHIPPS, his spouse

(hereinetter "HOMEBUYER").

WITHESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordables Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers within downpayment, closing coets, and/or interest rate buy-down asstatence through its aubreoiplent organization hereby known as Greeter Seminole County Chember of Commerce and meet the regultements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs; (1) borrower sells, transfers or disposes of the seeleted unit (by, including but not finited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

S. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not immed to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

METERING PAR ADMINISTRATIVE PRICHINEMENTO

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

6. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual informe does not acceed eighty percent (30%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an constitution or construction appraised value equal to or less than ninety-five percent (80%) (80% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Granter Seminale County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for flumolimet.

The HOMEBUYER shall meintain the property, including payment of property taxes and homeowners brewence, during the term of effordability.

Pickmanus/framidalight

60

2时间7

The state of the s

LEGIBILITY DAYATSSACTORY

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inapeoled the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

| a) | Equal opportunity and fair housing | Applicable | Not Applicable (one unit |
|----|------------------------------------|--------------|--------------------------|
| b) | En connectel review | ☐ Applicable | Not Applicable |

Displacement, relocation and equialtion Q)

Not Applicable (activity funded is downspayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

M Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

Lead paint

LEGIBILITY UNSATISFICTORY

Applicable (Home built prior to 1978. Leed-based paint notice has been provided and unit evaluated for lead-based point existence.)

Not Applicable (Unit built during or after 1978.)

Conflict of Interest - no conflict found

- Distarment and suspension not applicable
- Flood insurance
- Executive Order 12372 not explicable.
- AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

that the Agrice enell only be used to subaldice a privile loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the SETTE by the COUNTY.

REVERSION OF ASSETS

Not epoticable as the homeowner is not a subrecipient.

RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, sa explicable in accordance with 24 CFR Pen 92 and Florida Statutes for a period of three (3) years from the end of the affordability lerm.

Fritzerus?hamasrem

61

3/7/87

22:60 6651/81/80

DIPORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Premissory Nets and secured by a Mongage on the property, Fallure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) betrewer sells, transfers or disposes of the sesisted unit (by, including but not limited to, sale, transfer, benkruptcy or foreclosure); (2) the borrower close, transfer, benkruptcy or dispose the unit as his principal residence; or (3) the borrower class, or if a married couple, the survivor clas, or for a period of _____ ten (10), ____ twenty (20) or ____

OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, asso, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any set of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hards, or third persons to create any relationship of third party. beneficiary, principal or agains, limited or general parinerahlp, joint venture or any association or relationship involving the COUNTY,

| | May Mary | Date: 4/17/57 |
|---|--|---|
| | LYDIA A. GTRAN | - September Street & C |
| 70 | - | D): |
| 4 | Print Name LYDIA A. STICAM Notary Public in and for the County | LYDIA A. STRAWDER Nothiny Public, Blate of Flurids My Comm. Elizien Oct. 9, 1995 No. CC 393905 Bended The Official Refere formice |
| *************************************** | My commission expires: | 62 |

22:60 6661/81/80

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 29, 1996, and recorded in Official Records Book 3068, Pages 1581 through and including 1585, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$3,200.00) (the "Note"), dated April 29, 1996, and recorded in the Official Records Book 3068, Pages 1586 through and including 1589, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 8, 1996, recorded in Official Records Book 3068, Pages 1590 through and including 1592, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 160 Pinecrest Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 15, BLOCK "D" SOUTH PINECREST ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 9 AND 10 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 01-20-30-517-0D00-0150

(the "Property,") were made by Ramon Ojeda, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least five (5) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

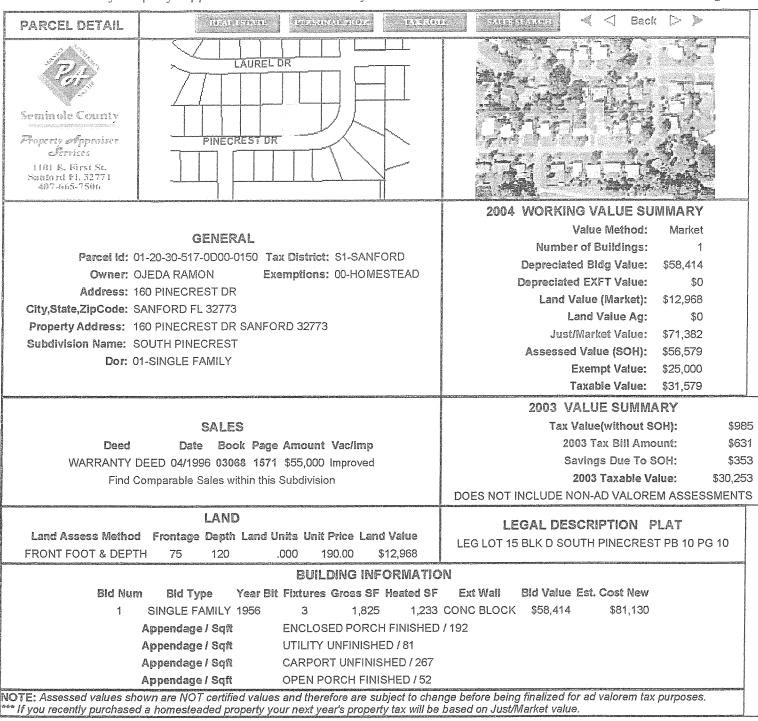
WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

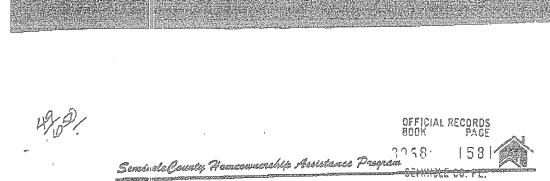
The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| IN WITNESS WHEREOF, So be executed this day of | eminole County has caused these presents to, 2004. |
|---|---|
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| | By: |
| MARYANNE MORSE Clerk to the Board of | DARYL G. MCLAIN, Chairman |
| County Commissioners of Seminole County, Florida. | Date: |
| For the use and reliance of Seminole County only. | As authorized for execution by the Board of County Commissioners at their, 20 |
| Approved as to form and legal sufficiency. | regular meeting. |
| | |
| County Attorney AWS/lpk | |
| 3/5/04 | |

satisfaction-ojeda



BAGE PROPERTY APPRAISER O CONTACT



305-446-8401

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 199 6 by and between Ramon Oieda, a single person day of April hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mongage Note of even date herewin (\$3,200.00), hereinafter described, the Mortgagor hereby grants. bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminule County, Florida, viz.:

REE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mo tgages, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfinct the fee simple title to said land in the Mongagee as may reasonably be require: I; that the Mongagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except:

A vailed purchase money First Mortgage approved by Mortgagee.

THIS NIORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF IN TANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX CIN DOCUMENTS PURSUANT SECTICINS 420.513(1) AND 199.185(1)(d). FLORIC: A STATUTES

This Instrument was prepared by and Return To: Elaine L. Barlow, SHIP Program Coor. Seminale County Chamber of Commerce 4590 South Highway 17-92 Casselberry, Fl 32707



Semiane Goundy Homeowarchip Appletance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Secand Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lich foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event c! foreclosure, the Mongagee reserves the right of first refusal on the land as describ:id in Exhibit "A."

PRCVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

BEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AN(I the Mortgagor shall perform, comply with and abide by each and every of the agreen ents, stipulations, conditions and covenants therein and of this Second Mortgare, and if not, then this Mortgage and the estate hereby created, shall called determine and be null and void.

ANI: the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereor at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgages because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of sald note and the Second Mongage, or either. In the event the Mortga for fails to pay when due any tax, assessment, insurance premium or other sum of morey payable by virtue of said note and this Second Mortgage, or either, the Mortga lee may pay the same, without waiving or affecting the option to foreclose or any offer right heraunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and coverants of said not and this Second Mortgage, are not fully performed, complied with and abided by, the 1 the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, becomil and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Serand Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mongage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Seminole Joseph Homosowachip Acetitance Program

305-446-8401



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) ten (10) years, twenty (20) years of thirty (30) years (if used in conjunction with FHA financing), then this Second Prortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default Seminole County, Florida. Should this aforementioned provision be violated, a default stiell be disclared, and the entire amount shall be immediately due and payeble. THE stiell be disclared, and the entire amount shall be immediately due and payeble. THE FULL AMIDUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF ANSER OR REFINANCING OCCURS LESS THAN IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN TEN (10) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Thirty Two Hundred and 00/100- dollars (\$ 3,200.00) to Mortgagoe in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

| IN WITNESS WHEREOF, the said Morthese presents the day and year first above w | tgagor has hereunto signed and sea | aled | |
|---|------------------------------------|--|-----------------|
| Mar mad | - francisco | and the same of th | |
| Print Narra: MARK WRIGHT / MILES | Print Name: Ramon Ojeda | 一.3 | 06 1340 |
| Print Narrie: <u>BUSIE SMITH</u> | Print Name: | EMMOLE See | FFICIAL R |
| Print Name: | | 158 158 | RECORDS PAGE |
| 1111 | | (A) | |
| Print Name: | | | |

| | _ | L. O. |
|----------------|------------------------------------|-------|
| | | |
| | | 7 |
| 5 . 1 1 de | The requestion Additional programs | |
| Semula Egalany | Housewenskip Assistance Program | _ |

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29th day of APRIL , 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RAMON OJEDA, A SINGLE PERSON who executed the foregoing instrument and who and are personally known acknowledge before me that he/she/they executed the same and are personally known to me o have produced A DRIVERS LICENSE dld not take an oath.

WITHESS my hand and official seal in the County and State last aforesaid.

MARK Name: Notary Public

Serial Number CC 439144 Commission Expires: 3/2/99

SEMINOLE CO. FL.

Seminale County Homeogramskip Assistance Programs



EXHIBIT "A" LEGAL DESCRIPTION

LOT 15. BLOCK D. SOUTH PINECREST, ACCORDING TO THE PLAT THEREOF AS RECURDED IN PLAT BOOK 10, PAGES 9 AND 10, OF THE PUBLIC REGORDS OF SEMI-HOLE COUNTY, FLORIDA.

DEFICIAL RECORDS PAGE SEKTIOLE CO. FL.

Seminol: County Homeowaenship Assistance Program

OFFICIAL RECORDS

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUN": \$3,200.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Thirty Two Hundred and 00/100----(\$3,200.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 Earlt First Street, sanford, Florida 32771, or at such a place as may 1101 Earlt First Street, sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This note and Mongage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If # default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10), twenty (20) or X. thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains ewner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to _________ten(10) twenty (20) ___________thirty (30) years after the purchase, the full pulyment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SHE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THE PROPERTY OF THE PROPERTY O

Seminels Journey Homeownowskip Assistance Program

305-446-8401

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE FERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor, Seminols County Chamber of Commerce 4590 South Highway 17-92
Casselberry, Fl 32707

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- 2. Lessing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by matter or naker's successors.
- 4. Facure to pay applicable properly taxes on subject properly and improvements.
- Falure to maintain adequate hazard insurance on subject property and improvements.
- Falure to comply with the terms and conditions of the accompanying Second Mc rigage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSECUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full imme: liately. less any available forgiveness as provided in the recapture provisions of the Fe leral regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in layor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

CEHWANUALE (TRO)

Seminols County Homeowardship Hodelanes Program

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishoner and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

| | the stable of State and used on the property. | |
|---|--|------|
| in the event of foreclosure. County reserve | s the right of first refusal on the property. | |
| IN WITNESS WHEREOF, the said National presents the day and year first above | Marrie July | |
| Print Name: MARK MRIGHT (7) | Print Name: Ramon Ojeda | |
| Print Namis: <u>suste swith</u> | Print Name: | นอกฉ |
| Print Name: | SEMMOLE CO. F. | |
| Print Name: | 0. FL | ACT |
| STATE OF FLORIDA COUNTY OF SEMINOLE | 1996 | |
| to take nicknowledgments, personany ap and <u>II/A</u> , who acknowledge before me that he/she/they e to me or have produced <u>A DRIVERS LICE</u> did not take an oath. WITNESS my hand and official seal in the No. | State aforesaid and in the County aforesaid peared RAMON OLEDA executed the foregoing instrument and who executed the same and are personally known as identification and who did/ | |
| | | |

MANJUNG

Seminor County Homeownership Assistance Program

305-446-8401

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 15 BLOCK D, SOUTH PINECREST, ACCORDING TO THE PLAT THEREOF AS RECORDING IN PLAT EOCK 10, PAGES 9 AND 10, OF THE BUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SENIIOLE CO. FL.

(C.Phrasmuall intro)

HIE

1. USE OF HOME FUNDS

WhiEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Hausing Act of 1990, as arrended, through the U.S. Department of Housing and Urban Development Hausing Act of 1990, as arrended in accordance with HOME investment Partnership Acts (42 U.S.C. (hereinsite: "HUD"), to be expended in accordance with HOME investment Partnership Acts (42 U.S.C. 12701 et as: 1), as smended by the Housing and Community Development Act of 1992 and the Multifemity Property Disposition Referm Act of 1994; and

WhiEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subracklaint organization haraby known as <u>Greater Saminote County Chamber of Commerce</u> and meet the requirements as set furth in 24 CFR Part 92 as amended or waived by HUD.

The property which is the subject of this Agreement chall remain affordable in accordance with COUNTY guidelines for a term se specified in a second mortgage note and deed which shall be in offect until the first of the following events occurs. (1) borrower sells, transfers or disposes of the essisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies this unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor

3. REPAYMENTS

The CCIUNTY shall provide a Deferred Payment Loan in an amount up to \$3,200.00 at 0% until the first of the following events occurs: (1) borrower solls, transfers or disposes of the assisted unit (by, including bits not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as the colored residence. (2) the heartest residence and (3) the heartest residenc the unit as his principal residence; or (3) the borrower dies, or if a merried couple, the survivor dies.

4. UNIFO ILM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJEIST REQUIREMENT

The CCIUNTY and the HOMEBUYER agree to comply with HOME regulations as set form in 24 CFR Part 92 Sut part F. as follows:

- (a) This HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (20%) of the median income for the area, se determined by HUD, with adjustments for family size.
- (b) This properly is located within the geographical areas of Seminola County, Floride and has an after rehab sitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median seles price of the area. The COUNTY through, Greater Seminole (County Chamber of Commerce. has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HC:MEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability. 60

RFP. 232

3/26/36

305-446-8401

6. HOUSING AND QUALITY STANDARDS

The properly at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PHOGRAM REQUIREMENTS

The Home:wher shall comply with all applicable Federal laws and regulations as described in HUD delines at 21 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are guide so no

| oline oted. | s at 21 CFR Pan 92 Suppers H. Ind | (ERMINIDUS DIZ N | | |
|----------------|--|---------------------------------------|---|--------------------------------|
| a) | Equal opportunity and fair housing | ☐ Applicable | (In Not Applicable (one unit) | |
| b) | Environmental review | | Not Applicable | |
| (ع | Displicement, relocation and acquisi | llon | | i |
| · | I hat Applicable (solivity funded assistance on a newly constructed assistance of a newly constructed assistance of a newly constructed assistance of the solivery of the soli | is downpayment, unit; therefore no | Giguidani Militi | • |
| | 면 Applicable (Activity is downpayme purclinse of an existing unit. Appn provide/lexicuted ensuring that propher voluntarily displaced by choice. | bouth was uot occ | Interest rate buy-down assistant we been leaued. Certification i upied by a lenant and that the o | Muot yss yss posu co fus |
| d) | Lead paint | | | and unit |
| | (I) Applicable (Home built prior to 1 evaluated for lead-based paint exists | 978. Lead-besed ince.) | paint notice has been provided | and and |
| | O Na Applicable (Unit built during o | r after 1976.) | | در |
| 6) | Conflict of Interest - no conflict found | | | . 9 |
| n | Disburment and suspension - not ap | plicable | | SELLIMOTE 108 |
| g) | Floori insurance | | | E |
| h) | Executive Order 12372 - not applicat |) (9. | | |
| AFF | IRMATIVE MARKETING | | | 8 - |

Not applicable due to the nature of the activity (HOMEBUYER program).

CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUES"S FOR DISBURSEMENT OF FUNDS

The MONEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's multily housing costs (Principal, Interest, Taxes and insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan dosing.

Should reliabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownershin assistance funds shall not be disbursed prior to complation of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORD BAND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in a prordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3/26/88

| n | CARCLE | OFFIRENT | OF THE | AGREEMENT |
|---|--------|----------|--------|-----------|
| | | | | |

305-446-8401

The than shall be evidenced by a Premissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

DURY TION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy of forcelecture); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a mainted couple, the survivor dies, or for a period of _______ ten (10), ______ twenty (20) or M______ thiny (30) years, as applicable.

OTHER PROVISIONS

Neither party hereto shall discliminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nething contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third perty beneficiary; principal or agent, limited or general partnership, joint venture or any association or relationship; involving the COUNTY.

| the state of the s | SEMINOLE COUNTY, FLORIDA |
|--|--|
| | |
| Charmess: | CAN. THE |
| Marylumatara | RON H. RABUN, County Manager |
| I HA HALL STORE | Data: 4/18/196 |
| | Date: 7/1/1/7 % |
| | |
| / | HOMEBUYÉR/ //. |
| WITHESSES | X Manne Land |
| | |
| | <u> </u> |
| The west Will | Date: 4-8-96 # 3 |
| | Dale: |
| be but the second of the secon | Date: |
| * | g or a |
| a man, as be not set if it is \$ 1.00 \$ 100 | 2 |
| notary ils to homebuyer(5): State of: ~ Lorida) | |
| | |
| COUNTY OF SPANIACIES | a Carr. |
| This foreaging instrument was acknowledged bo | fore me this <u>\$20</u> day of <u>1702(17)</u> . |
| 100 6. by Kaymord Ojeda | , Alio iz houselimit |
| known to rie or who has produced | as identification. |
| | |
| angela K. Dockery | programme. |
| - Same of the same of | ARDS THE STATE OF |
| Elizabeth Baltaneous | Was a was a series of |
| Print Name | to the last the last to the la |
| Notary Putilic in and for the County and State Afcrement | ened. |
| My commission expires: | ga |
| | |
| Prepared by: Elsine L. Barlow/SH.I.P./HOME Downpayment Assistar | ce Coorl |
| c/o Grozier Geminols County Chamber of Commerce | |
| CONTRACT DEMINISTRACTOR | |
| 4590 South Highway 17-92 | LA \$126/86 |
| Casse/be/fy//P2651/70/9m62 | , · |

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 12, 1998, and recorded in Official Records Book 3386, Pages 1644 through and including 1648, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) ("Note"), dated March 12, 1998, and recorded in the Official Records Book 3386, Pages 1649 through and including 1651, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated January 9, 1998, recorded in Official Records Book 3386, Pages 1652 through and including 1654, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 3051 Suwannee Court, Apopka, Florida 32703, the legal description and parcel identification for which are as follows:

LOT 36, BELAIRE HILLS UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 7 AND 8 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 18-21-29-423-0000-0360

(the "Property,") were made by Hortensia R. Pasos, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

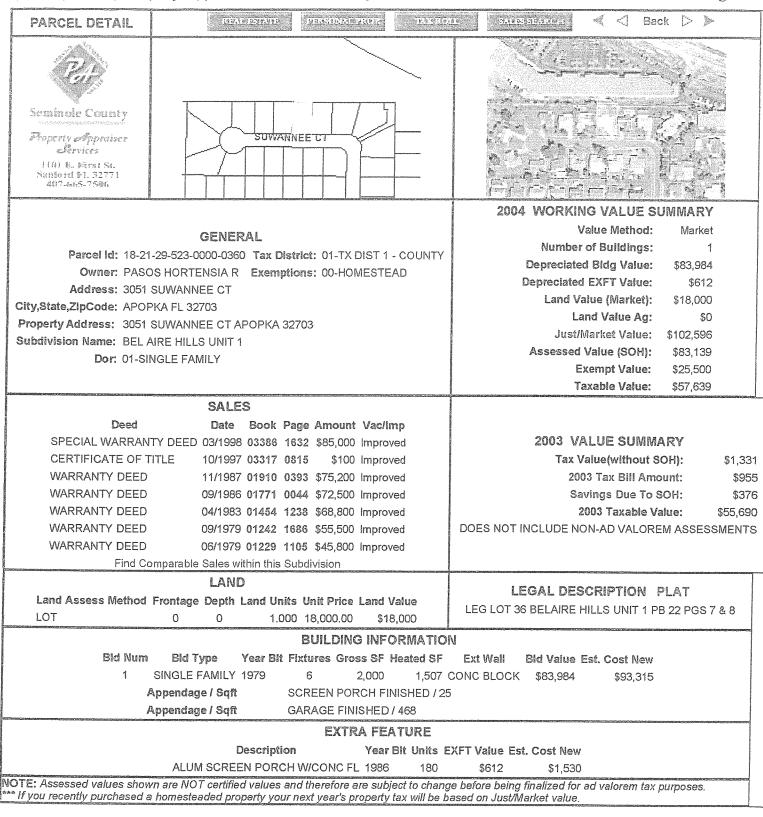
WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

| <pre>in witness whereof, Semino be executed this day of</pre> | le County has caused these presents to |
|---|---|
| ATTEST: | SEMINOLE COUNTY, FLORIDA |
| | By: |
| MARYANNE MORSE Clerk to the Board of | DARYL G. MCLAIN, Chairman |
| County Commissioners of Seminole County, Florida. | Date: |
| For the use and reliance of Seminole County only. | As authorized for execution by the Board of County Commissioners at their, 20 |
| Approved as to form and legal sufficiency. | regular meeting. |
| County Attorney | |
| AWS/lpk 3/5/04 | |

satisfaction-pasos



RECENTED & VENTED

Samsanta County Hamonimondin Assistance Program

Second Marinage Deed

THIS SECOND MORTGAGE DEED is hereby made and ceremal into the dry of MARCH single person, involunter referred to the "Mortgager" and Sentente County, a political subdivision of the Suce of Figures, whose address is 1101 East Mint Sucet, Saster.], Forkis 32771. bominsfor mismed to as the "Mongageo."

(Principality of used bosela the terms of "Mortgagor" and "Mortgagoe" include all parties to this instrument, the being kept representatives الم ورواها لم ورودها في الم والمالاله الله المالية المالية المالية componations; and the term "note" include in all the actes borein described if more than one exists.)

WITHESETH, the for good and valuable consideration, and the consideration of the appropriate sum named in the Decoted Montgage Note of even date harvis (3.50.0), hadater destibet, the Montgett bendy grade, begins, will allers, previous, conveys and confirm unto the Mercense all the certain land of which the Morranger is now scient and in promession situated to Sambole County, Morida, viz.:

SEE ECHIBIT "A" ATTACHED HELETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the resemble, betestiments and approximate the arts belonging, and the rest, leaves and profit thereof, who the Mostgageo, in feet slorpic.

AND the Mortgagor covenents with the Mottyageo that the Mortgagor is indefeasibly existed of mid band in the player; thus the Montpaper has good right and lewish publicative to convey seld lead as storewall; that the Martingar will make such farther managers to paraset the fee simple this to said had in the Mongage as may measurely be required; that the Mortgago? horsely full warmens the title to said had end will defend the same against the levilal claims of all persons whomspover, and the said land is free किसी दिन्द्रा की बाह्यपार्यस्था व्यवस्था

A valid purchase money Pirat Mongage approved by Mintagen.

THE MORTOACE IS GIVEN TO SEMIKOLE COUNTY AND IS EXEMPT PROM PAYMENT OF INTANDEDLE PERSONAL PROPERTY TAX AND DOMENDATION STAMP EXCISE TAX ON EXCUMBATE PUREWANT TO SECTIONS 4
FLORIDA STATUTES 420.5(X()) AND 199.165(1)165.

> POHL & BASAIT FRANK L. FEAL BESTE SUL SUL

This insurance was proposed by: APPENDED OF STREET ALAA MARAA AAAA MARAA AAAAA 480 B. WAY 1909 CASSESSED AND SECTION

TOWER

9796480:12-Feb-03:02:63P

ANY DEFAULT in my merigage note, or lien of record, including, but not limited to the Second Mortgage Nice and the First Mortgage approved herein, chall constitute a default under this instrument. The institution of a morngage or lien foreclosure legal proceeding that be one basis suborizing the Mortgages to desists a default. In the even of foreclosure, the Mortgages reserves the right of first fortises on the land as described in Exhibit "A."

certain Second Mortgage Not benefit of manually copied or identified, to wit:

surremans, alphabine, cordilors and sovietants therein and of this factors Mortgage, and if not, then this Mortgage and the coints hereby cressed, thall orang. determine and be all used void.

AND the Montgagor hereby further coverants and agrees to pay promptly when doe the principal and interest and other some of money provided for in said acts and Scored Mongago, or either; to pay all and einquier the mate, assessment, levict, liabilities, chilipselons, and specialismosts of every patters on aid property to permit. commit or suffer as weeks, impairment or descriptation of said land or his improvement demon at ony time; to pay all costs, charges, and expenses, including success's feet and title satisfact, remonably beared or paid by the Mortgams because of the failure of the Mortgagor to presently and flully comply with the agreement, stipulations. conditions and communica of sold note and this Second Montgage, or editor; to perform, comply with and abide by each and every of the agreements, stipulations, conclitons and coversoms of sald note and the Second Mortgago, or either. In the event the Management fails to pay when due my tax, assessment, insumine precipitin or other som of money payable by wirtee of said ness and this Second Mortgages, or other, the Mortpages may pay the pures, without walving or affecting the option to invades or are other right hereupier, and all such payments shall bear interest from the case thereof at the highest lewist rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covernment of sold note and this Social Mortgage, are not fully performed, compiled with and abided by, then the make pure remaining to mild note, and this Second Moragage, or the entire believed unpaid thereon, shall forthwith or thereafter, at the option of the Mioragagne, become and he due and payable, anything in taki note or herein to the communy more instructions. Paleire by the Managemen to counties any of the rights or options borous provided shall not constinue a walver of any rigids or options under and note or this freeze Morrage scarned or thereafter secretary.

Provided that, we say furth in the Second Moregage Note extended become as Exhibit "B" no property that he required on the Second Montages as been us had been the head to require eccupied by the Morresgor, and said land is not cold, bested, rested or subtensed.

2015

Should the land parada owner-complet and not be proved, leased or sublemed for lan (10) years than this Second Mortgage thall be the fiven in tall and a reliable filled in the public records of Seminole County, Florids. Should this alternated provision be violated, a default shall be decised, and the costs make aball be impediately due and payable. The full amount of the encound montunes shall be due on sale, leade, if the sale, leade, transfer or refenancing occurs IN LESS THAN TEN (LT) YEARS. Margine shall spay the later cold in Less than Less cold later and corrections and to Mortgage in fall, less than the margines of the later and corrections and the Mortgage in fall, less than everable forgivenes as provided is the receipture provisions of the Federal regulature in officer at the time of default. Tale Mongage stall to mixed have to a valid purchase excess First Mangage on this band, rubles to the notification and approval of Municipates. WHIPEOF, do ald Moniphy his lest unt signed and stated weed first above written Market Billian Prince of APONA, TL. 32703 SHEARY PHILLIPS - MOORE Print Name: Prior Name: Print Hader From Kalost Print Name: Print Name

3 6 5

| addanowledge to the or bev did not take a | p officer duly entrolle covidgment, percent before me that taken a produced Dilva on cath | they executed the s | ans and are being the second of the second o | cification and wit | 3305 3305 1011 | |
|---|--|--|--|--------------------|----------------------|--|
| | Thirting and the second | Noney Prist Sorial Numb Cormission | | LUPS . | | |
| | Man and Different Property of the Parket | | | | | Bowleten |
| | | | | : | | |
| | | | | | | The second secon |
| | | | | | | |

EXCHERT # A#

LEGAL DESCRIPTION

LOT 36, ARL ATEL WILLS WIT ONE, ADDRESSED TO THE PLAY THIRDOF AS ACCORDED IN PLAY SHOW 22, PARE 7 AND 8, OF THE PRAZE DECREDS OF SHIPPLE COUNTY, PLANIA.]

OFFICIAL RECOUNTS

Santanto County Homogingenhia Assistance Dogono

exhibit "b" Becond municage note

AMOUNT: SLOOM

POR VALUE RECEIVED, the underhighed (jointly and severally, if more than one) promptes to pay Sembole County ("The County"), a political subdivision of the Sate of the Florida. Or order, the member herelaster equatified, the same of These Themsend Five Florida design and 00/100 (C. 20.20). The sale principal shall be payable in lawful Florida design and 00/100 (C. 20.20). The sale principal shall be payable in lawful Florida 32771, or at such a piece at may increase to chalgement by written notice from the belder to the reader hands. This Note and Morrosogn according same that he for a period of ten (10) years, beginning on the date of carcinos of this Note and recompanying Morrosogn. Represent of this Note shall labe place in the following

- A. If a definit of the First Mongage cours, the Second Mortgage Name shall be due and payable in full.
- H. No paymone shall be required during the sum of this Note, and this debt shall be parmanently forgiven ten (10) years after the date of the execution of this Note provided no condition of circuit has occurred. This provision shall officer that the subject home and property is not sold, tested, transferred or refinanced and testels owner-occupied for a pariod of at least ten (10) years after meantion of this Note.
- C. If the property is sold, lancel, transferred or refinenced prior to ten(10) years after the property is sold, lancel, transferred or refinenced prior to ten(10) years after the property lance. The lance is a serior to the recomplish provisions of the Pederal Regulations in effect as the time of default.

This Note incorporates, and is interporated into, the Second Murigage Dand of even on the following described property.

SHE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEPAULT

The major of this Note or its exercisons shall be in default upon consumeres of one or more of the following randitions:

1 06 3

YARAYA Maratan da

075EZHO 1246EB-03 02:63